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TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE
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MAR 22 2004
TN Regulatory Authority

IN RE:

Generic Docket Addressing Rural Universal Service) Docket No. 00-00523
)
Petition of Celco Partnership d/b/a Verizon Wireless) Docket No. 03-00585
for Arbitration under the Telecommunications Act)
)

**INTERROGATORIES AND REQUESTS FOR PRODUCTION OF
DOCUMENTS AND THINGS SUBMITTED TO CMRS PROVIDERS BY THE
RURAL INDEPENDENT COALITION**

on behalf of

Ardmore Telephone Company, Inc.
Ben Lomand Rural Telephone Cooperative, Inc.
Bledsoe Telephone Cooperative
CenturyTel of Adamsville, Inc.
CenturyTel of Claiborne, Inc.
CenturyTel of Ooltewah-Collegedale, Inc.
Concord Telephone Exchange, Inc.
Crockett Telephone Company, Inc.
Dekalb Telephone Cooperative, Inc.
Highland Telephone Cooperative, Inc.
Humphreys County Telephone Company
Loretto Telephone Company, Inc.
North Central Telephone Cooperative, Inc.
Peoples Telephone Company
Tellico Telephone Company, Inc.
Tennessee Telephone Company
Twin Lakes Telephone Cooperative Corporation
United Telephone Company
West Tennessee Telephone Company, Inc.
Yorkville Telephone Cooperative

"The Coalition of Small LECs and Cooperatives"

**BEFORE THE
TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

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Generic Docket Addressing Rural Universal Service)	Docket No. 00-00523
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**INTERROGATORIES AND REQUESTS FOR PRODUCTION OF
DOCUMENTS AND THINGS SUBMITTED TO CMRS PROVIDERS BY THE
RURAL INDEPENDENT COALITION**

The Rural Independent Coalition (hereafter referred to as the "Coalition" or the "Independents") submits the following interrogatories and requests for production of documents and things to the petitioners in the above-referenced proceeding (hereafter referred to as the "CMRS Providers") to be answered in accordance with the schedule set forth by the Pre-Hearing Officer.

DEFINITIONS

For purposes of these Interrogatories and Requests for Production, the following definitions shall apply:

1. "Person" shall mean any individual, corporation, partnership, group, association, governmental entity, or any other organization.
2. "You" or "your" or "your company" shall refer to the CMRS Provider responding to these Interrogatories and Requests for Production and its principals, agents, attorneys, employees, and any other person acting or purporting to act on behalf of the CMRS Provider.
3. "Document" means any written, printed, typed, or other graphic or photographic matter of any nature, including any such matter maintained or stored on your computer hard drives and/or servers, and any audio or video recordings in your possession, custody or control or

known by you to exist or to have existed. All copies of documents that contain any alterations or annotations or that differ in any other way from the originals or copies referred to in the preceding sentence are deemed separate documents from the originals or copies.

INSTRUCTIONS

1. With respect to any document for which you claim a privilege, identify the document, including the general subject matter, but not the substance, state the privilege involved, and state the factual and legal basis of the privilege.

2. If any documents have been lost or destroyed, provide in lieu of a true and correct copy thereof, a list of the documents lost or destroyed together with the following information:

- (a) The date of origin;
- (b) A brief description of the document and its contents;
- (c) The author of the document;
- (d) The date upon which the document was lost or destroyed; and
- (e) A brief statement of the manner in which the document was lost or destroyed.

INTERROGATORIES

1. State the number of minutes of traffic per month that your company originated in the MTA (i.e., the Nashville MTA and any other MTA that you identify as relevant to your interconnection request that is the subject of this arbitration proceeding) and terminated to each rural Independent for the prior 24 month period.

RESPONSE:

2. Describe the terms and conditions pursuant to which your company has terminated traffic to each rural Independent covering the period from August 8, 1996 to the present.

RESPONSE:

3. State the amount of compensation per month that your company has paid each rural Independent for the termination of traffic provider during the past 24 months.

RESPONSE:

4. Describe any arrangements, contracts or agreements that address or refer to any terms and conditions that establish an existing or contingent obligation of your company to compensate or reimburse Bellsouth with respect to any charges paid by BellSouth to any rural Independent.

RESPONSE:

5. With reference to Section 51.701(c) of the Rules and Regulations of the FCC, describe all existing points of interconnection between your company and each rural Independent and any interconnection point your company seeks to establish with a rural Independent.

RESPONSE:

6. Does all traffic originating on your network and destined to terminate on the network of a rural Independent currently interconnect indirectly through BellSouth? If the answer is no, please describe the geographic area from which any such traffic originates and describe the interconnection arrangement used to terminate the traffic to the rural Independent.

RESPONSE:

7. Does your company provide local exchange service in Tennessee?

RESPONSE:

8. Does your company provide customer rate plans with unlimited usage (irrespective of day or time of day) within a geographic area that overlaps with the area served by any rural Independent and permits unlimited calling to customers of that rural Independent. If yes, please identify the geographic area and provide copies of the rate plan.

RESPONSE:

REQUESTS FOR PRODUCTION

1. Provide copies of all effective interconnection agreements approved by the TRA (or its predecessor) between your company and BellSouth covering the period from August 8,

1996 to the present. Separately identify any such agreements, contracts and documents that constitute, or contain provisions that constitute, a "Meet-Point Billing Arrangement."

RESPONSE:

2. Provide copies of all other agreements, contracts and documents that reflect any service arrangements between your company and BellSouth covering the period from August 8, 1996 to the present. Separately identify any such agreements, contracts and documents that constitute, or contain provisions that constitute, a "Meet-Point Billing Arrangement."

RESPONSE:

3. Provide copies of all correspondence or any other documented communications between your company and BellSouth (including, but not limited to, correspondence between counsel) that address, discuss, or refer to "meet-point billing" or any interconnection arrangement that is associated with traffic terminated on a rural Independent network.

RESPONSE:

4. Provide copies of all filings by your company (including, but not limited to comments and *ex partes*) before the Federal Communications Commission in CC Docket 01-92.

RESPONSE:

5. Provide copies of any agreements that set forth the terms and conditions identified in response to Interrogatory No. 2.

RESPONSE:

6. Provide copies of any arrangements, contracts or agreements described in response to Interrogatory No. 4.

RESPONSE:

7. Provide copies of any agreements, including but not limited to interconnection agreements and settlement agreements, entered into by your company, BellSouth and one or more local exchange companies (other than BellSouth) that address any issues that are similar to the issues pending in this proceeding. Include all such agreements irrespective of whether the agreement is effective in Tennessee or any other state.

RESPONSE:

OATH

STATE OF _____)
COUNTY OF _____)

I, _____, on behalf of _____,
being first duly sworn according to law, make oath that the preceding answers and responses to

the Interrogatories submitted by the Rural Independent Coalition are true, accurate and correct to the best of my knowledge, information and belief.

On Behalf of: _____

By: _____

Its: _____

Sworn to and subscribed before me this _____ day of _____, 2004.

Notary Public

My Commission Expires: _____

Respectfully submitted,

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Counsel for The Tennessee Rural Independent Coalition

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of the foregoing has been served on the parties of record indicated below via U.S. Mail and via electronic mail on this the 19th day of March, 2004.

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Certificate of Service, Page 2

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